

Matthew I. Knepper, Esq.
Nevada Bar No. 12796
Miles N. Clark, Esq.
Nevada Bar No. 13848
KNEPPER & CLARK LLC
5510 So. Fort Apache Rd, Suite 30
Las Vegas, NV 89148
Phone: (702) 856-7430
Fax: (702) 447-8048
Email: matthew.knepper@knepperclark.com
Email: miles.clark@knepperclark.com

David H. Krieger, Esq.
Nevada Bar No. 9086
HAINES & KRIEGER, LLC
8985 S. Eastern Ave., Suite 350
Las Vegas, NV 89123
Phone: (702) 880-5554
Fax: (702) 385-5518
Email: dkrieger@hainesandkrieger.com

Attorneys for Plaintiff and the Proposed Class

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

LEISA WHITTUM, and all similarly situated
individuals,

Plaintiff,

vs.

NPAS SOLUTIONS, LLC,

Defendant.

Case No.: 2:19-cv-00877-JAD-EJY

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

Plaintiff Leisa Whittum (“Plaintiff”) ¹ and Defendant NPAS Solutions, LLC
 (“Defendant”), through their respective attorneys of record, hereby file this Stipulated Protective

¹ Plaintiff has also asserted class action allegations. To the extent a class is certified, Plaintiff shall be defined to include all class members.

Order as set forth below:

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 16-1 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

This action is likely to involve confidential personal health information protected by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and state privacy laws, trade secrets, commercial and/or proprietary or personal information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), patient records, medical data, sensitive personal or financial information, and information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure

1 that the parties are permitted reasonable necessary uses of such material in preparation for and in
2 the conduct of trial, to address their handling at the end of the litigation, and serve the ends of
3 justice, a protective order for such information is justified in this matter. It is the intent of the
4 parties that information will not be designated as confidential for tactical reasons and that nothing
5 be so designated without a good faith belief that it has been maintained in a confidential, non-
6 public manner, and there is good cause why it should not be part of the public record of this case.

7 **2. DEFINITIONS**

8 2.1 Action: *Whittum v. NPAS Solutions, LLC*, No. 2:19-cv-00877-JAD-EJY (D. Nev.).

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
10 information or items under this Order.

11 2.3 “CONFIDENTIAL HEALTH INFORMATION” or “CONFIDENTIAL PATIENT
12 INFORMATION”: without regard to whether the material has been designated “CONFIDENTIAL
13 HEALTH INFORMATION” or “CONFIDENTIAL PATIENT INFORMATION,” any document
14 or information supplied that identifies an individual or subscriber in any manner and relates to the
15 past, present, or future provision of health care or payment for the provision of health care to such
16 individual or subscriber. The term “CONFIDENTIAL HEALTH INFORMATION” or
17 “CONFIDENTIAL PATIENT INFORMATION” specifically includes “protected health
18 information” as that term is defined by the Standards for Privacy of Individually Identifiable
19 Health Information, 45 C.F.R. parts 160 and 164, promulgated pursuant to the Health Insurance
20 Portability and Accountability Act of 1996 (see 45 C.F.R. section 164.501 (“protected health
21 information”)) and section 160.103 (“individually identifiable health information”)) and such
22 information protected by privacy statutes, rules, regulations and common law principles
23 promulgated under California law, and includes but is not limited to: names; names of relatives
24 and/or employers; addresses and/or geocodes; birth dates; medical record numbers; account
25 numbers and/or health plan beneficiary numbers; telephone numbers; fax numbers; email
26 addresses; social security numbers; Internet Protocol addresses; Finger or voice prints;
27 Photographs; and/or other unique identifying characteristics or codes. “CONFIDENTIAL

1 HEALTH INFORMATION” or “CONFIDENTIAL PATIENT INFORMATION” includes all
2 notes, summaries, compilations, extracts, abstracts, or oral communications that contain, are based
3 on, or are derived from CONFIDENTIAL HEALTH INFORMATION. In the event that a
4 document or information contains more than one category of Confidential material, that document
5 or information shall be governed by the provisions of this Order which afford the greatest
6 protection. This order applies to all covered entities.

7 2.4 “CONFIDENTIAL” Information or Items: information (regardless of how it is
8 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
9 of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

10 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support
11 staff).

12 2.6 Designating Party: a Party or Non-Party that designates information or items that it
13 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

14 2.7 Disclosure or Discovery Material: all items or information, regardless of the medium
15 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
16 transcripts, and tangible things), that are produced or generated in disclosures or responses to
17 discovery in this matter.

18 2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to
19 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
20 consultant in this Action.

21 2.9 House Counsel: attorneys who are employees of a party to this Action. House Counsel
22 does not include Outside Counsel of Record or any other outside counsel.

23 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal
24 entity not named as a Party to this action.

25 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this
26 Action but are retained to represent or advise a party to this Action and have appeared in this
27

1 Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of
2 that party, and includes support staff.

3 2.12 Party: any party to this Action, including all of its officers, directors, employees,
4 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

5 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
6 Material in this Action.

7 2.14 Professional Vendors: persons or entities that provide litigation support services
8 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
9 storing, or retrieving data in any form or medium) and their employees and subcontractors.

10 2.15 Protected Material: any Disclosure or Discovery Material that is designated as
11 “CONFIDENTIAL,” or that otherwise contains CONFIDENTIAL HEALTH INFORMATION or
12 CONFIDENTIAL PATIENT INFORMATION.

13 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
14 from a Producing Party.

15 **3. SCOPE**

16 The protections conferred by this Stipulation and Order cover not only Protected Material
17 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
18 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
19 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

20 All CONFIDENTIAL HEALTH INFORMATION or CONFIDENTIAL PATIENT
21 INFORMATION produced or disclosed in the Action shall be used solely for the prosecution or
22 defense (including any appeal therefrom) of the Action, and shall not be used for any other purpose.

23 Any use of Protected Material at trial shall be governed by a separate agreement or order.
24 This Order does not govern the use of Protected Material at trial.

25 //

26 //

27 //

1 **4. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations imposed by this
3 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
4 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims
5 and defenses in this action, with or without prejudice; and (2) final judgment herein after the
6 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
7 including the time limits for filing any motions or applications for extension of time pursuant to
8 applicable law.

9 **5. DESIGNATING PROTECTED MATERIAL**

10 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
11 or Non-Party that designates information or items for protection under this Order must take care
12 to limit any such designation to specific material that qualifies under the appropriate standards.
13 The Designating Party must designate for protection only those parts of material, documents, items,
14 or oral or written communications that qualify so that other portions of the material, documents,
15 items, or communications for which protection is not warranted are not swept unjustifiably within
16 the ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
18 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
19 unnecessarily encumber or retard the case development process or to impose unnecessary expenses
20 and burdens on other parties) expose the Designating Party to sanctions.

21 If it comes to a Designating Party's attention that information or items that it designated for
22 protection do not qualify for protection, that Designating Party must promptly notify all other
23 Parties that it is withdrawing the mistaken designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
25 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
26 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
27 designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify all protected testimony or exhibits thereto, by page and line or exhibit number, within 30 days of receipt of the transcript of the deposition, hearing, or other proceeding. If, by the end of the 30-day period, a protected person or the deponent has so designated any transcript portion or exhibits, then thereafter such transcript portions or exhibits shall be disclosed only in accordance with this Order. If none of the materials is so designated at the end of the 30-day period, then none of the transcript or exhibits shall be treated as Confidential.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL." If only a

1 portion or portions of the information or item warrant protection, the Producing Party, to the extent
2 practicable, shall identify the protected portion(s).

3 (d) for information that contains CONFIDENTIAL HEALTH INFORMATION or
4 CONFIDENTIAL PATIENT INFORMATION or any individual other than Plaintiff, the
5 Producing Party may redact such information as appropriate and necessary to comply with the
6 Producing Party's legal obligations and/or to protect the privacy interests of non-parties.

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
8 designate qualified information or items does not, standing alone, waive the Designating Party's
9 right to secure protection under this Order for such material. Upon timely correction of a
10 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
11 in accordance with the provisions of this Order.

12 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
14 confidentiality, including without limitation a redaction of CONFIDENTIAL HEALTH
15 INFORMATION or CONFIDENTIAL PATIENT INFORMATION, at any time. Unless a prompt
16 challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable,
17 substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the
18 litigation, a Party does not waive its right to challenge a confidentiality designation by electing not
19 to mount a challenge promptly after the original designation is disclosed.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
21 by providing written notice of each designation it is challenging and describing the basis for each
22 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
23 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
24 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
25 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
26 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
27 Party must explain the basis for its belief that the confidentiality designation was not proper and

1 must give the Designating Party an opportunity to review the designated material, to reconsider
2 the circumstances, and, if no change in designation is offered, to explain the basis for the chosen
3 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
4 has engaged in this meet and confer process first or establishes that the Designating Party is
5 unwilling to participate in the meet and confer process in a timely manner.

6 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
7 intervention, the Designating Party or Challenging Party may file and serve a motion to retain or
8 challenge a confidentiality designation after 21 days of the initial notice of challenge or after 14
9 days of the parties agreeing that the meet and confer process will not resolve their dispute. Each
10 such motion must be accompanied by a competent declaration affirming that the movant has
11 complied with the meet and confer requirements imposed in the preceding paragraph.

12 The burden of persuasion in any such challenge proceeding shall be on the Designating
13 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
14 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.
15 Unless the Designating Party has expressly waived the confidentiality designation, all parties shall
16 continue to afford the material in question the level of protection to which it is entitled under the
17 Producing Party's designation until the court rules on the challenge.

18 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
20 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
21 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
22 the categories of persons and under the conditions described in this Order. When the litigation has
23 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
24 DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a location and in
26 a secure manner that ensures that access is limited to the persons authorized under this Order.

1 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
2 by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
3 information or item designated "CONFIDENTIAL" only to:

4 (a) a Party, or an officer, director, or employee of a party deemed necessary by counsel
5 to aid in the prosecution, defense, or settlement of this action;

6 (b) the Receiving Party's Outside Counsel of Record in this action, as well as
7 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
8 information for this litigation;

9 (c) the officers, directors, and employees (including House Counsel) of the Receiving
10 Party to whom disclosure is reasonably necessary for this litigation;

11 (d) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
12 reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement
13 to Be Bound" (Exhibit A);

14 (e) the court and its personnel;

15 (f) court reporters and their staff,

16 (g) professional jury or trial consultants, mock jurors, and Professional Vendors to
17 whom disclosure is reasonably necessary for this litigation and who have signed the
18 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

19 (h) the author or recipient of a document containing the information or a custodian or
20 other person who otherwise possessed or knew the information;

21 (i) during their depositions, witnesses ,and attorneys for witnesses, in the Action to
22 whom disclosure is reasonably necessary, provided: (1) the deposing party requests that the
23 witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any
24 confidential information unless they sign the "Acknowledgment and Agreement to Be Bound"
25 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
26 transcribed deposition testimony or exhibits to depositions that reveal Protected Material may
27
28

1 be separately bound by the court reporter and may not be disclosed to anyone except as permitted
2 under this Stipulated Protective Order;

3 (j) any mediator or settlement officer, and their supporting personnel, mutually agreed
4 upon by any of the parties engaged in settlement discussions; and

5 (k) any other person as to whom the parties in writing agree.

6 7.3 Any person or entity in possession of CONFIDENTIAL HEALTH
7 INFORMATION or CONFIDENTIAL PATIENT INFORMATION shall maintain the
8 information in a reasonably secure manner, and shall not reveal to or discuss such information
9 with any person not entitled to receive it, so that the protected health information is not further
10 disclosed or used in any manner inconsistent with this Order.

11 7.4 Nothing in this Order authorizes counsel to obtain medical records or information
12 through means other than formal discovery requests, subpoenas, depositions, patient
13 authorizations, or other lawful processes.

14 7.5 This Order does not control or limit the use of CONFIDENTIAL HEALTH
15 INFORMATION or CONFIDENTIAL PATIENT INFORMATION that comes into possession of
16 any party, or any party's attorney, from a source other than a covered entity as defined in 45 C.F.R.
17 § 160.103.

18 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
19 **OTHER LITIGATION**

20 If a Party is served with a subpoena or a court order issued in other litigation that compels
21 disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party
22 must:

23 (a) promptly notify in writing the Designating Party. Such notification shall include a
24 copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order to issue in
26 the other litigation that some or all of the material covered by the subpoena or order is subject to
27

1 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;
2 and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
4 Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with the subpoena
6 or court order shall not produce any information designated in this action as "CONFIDENTIAL"
7 before a determination by the court from which the subpoena or order issued, unless the Party has
8 obtained the Designating Party's permission. The Designating Party shall bear the burden and
9 expense of seeking protection in that court of its confidential material – and nothing in these
10 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
11 disobey a lawful directive from another court.

12 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
13 **PRODUCED IN THIS LITIGATION**

14 (a) The terms of this Order are applicable to information produced by a Non-Party in
15 this action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in
16 connection with this litigation is protected by the remedies and relief provided by this Order.
17 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
18 additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
20 Party's confidential information in its possession, and the Party is subject to an agreement with the
21 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

22 1. promptly notify in writing the Requesting Party and the Non-Party that
23 some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

24 2. promptly provide the Non-Party with a copy of the Stipulated Protective
25 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of
26 the information requested; and

27 3. make the information requested available for inspection by the Non-Party.

1 (c) If the Non-Party fails to object or seek a protective order from this court within 21
2 days of receiving the notice and accompanying information, the Receiving Party may produce the
3 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
4 seeks a protective order, the Receiving Party shall not produce any information in its possession
5 or control that is subject to the confidentiality agreement with the Non-Party before a
6 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
7 burden and expense of seeking protection in this court of its Protected Material.

8 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
10 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
11 the Receiving Party must immediately (a) notify in writing the Designating Party of the
12 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
13 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
14 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and
15 Agreement to Be Bound" that is attached hereto as Exhibit A.

16 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
17 **PROTECTED MATERIAL**

18 When a Producing Party gives notice to Receiving Parties that certain inadvertently
19 produced material is subject to a claim of privilege or other protection, the obligations of the
20 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
21 is not intended to modify whatever procedure may be established in an e-discovery order that
22 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence
23 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
24 communication or information covered by the attorney-client privilege or work product protection,
25 the parties may incorporate their agreement in the stipulated protective order submitted to the court.

26 //

27 //

1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
3 seek its modification by the court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
5 no Party waives any right it otherwise would have to object to disclosing or producing any
6 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
7 Party waives any right to object on any ground to use in evidence of any of the material covered
8 by this Protective Order.

9 12.3 Filing Protected Material. Filing Protected Material. A Party that seeks to file under
10 seal any Protected Material must comply with District of Nevada Local Rule IA 10-5. Protected
11 Material may only be filed under seal pursuant to a court order authorizing the sealing of the
12 specific Protected Material at issue. If a Party's request to file Protected Material under seal is
13 denied by the court, then the Receiving Party may file the information in the public record unless
14 otherwise instructed by the court.

15 12.4 The Court may modify the protective order in the interests of justice or for public
16 policy reasons on its own initiative.

17 **13. FINAL DISPOSITION.** This Order shall survive the final termination of this
18 action, to the extent that the information contained in the Confidential Material is not or does not
19 become known to the public, and the Court shall retain jurisdiction to resolve any dispute
20 concerning the use of information disclosed hereunder. Upon termination of this case, counsel for
21 the parties shall assemble and return to each other all documents, material and deposition
22 transcripts designated as confidential and all copies of same, or shall certify the destruction thereof.
23 The Court may modify the protective order in the interests of justice or for public policy reasons.

24 14. Any violation of this Order may be punished by any and all appropriate measures
25 including, without limitation, contempt proceedings and/or monetary sanctions.

26 //

27 //

The parties respectfully request the Court enter a Protective Order in this action as above.

IT IS SO STIPULATED.

Dated: August 30, 2019

KNEPPER & CLARK LLC

/s/ Miles N. Clark

Matthew I. Knepper, Esq.
Nevada Bar No. 12796
Miles N. Clark, Esq.
Nevada Bar No. 13848
5510 So. Fort Apache Rd, Suite 30
Las Vegas, NV 89148
Email: matthew.knepper@knepperclark.com
Email: miles.clark@knepperclark.com

HAINES & KRIEGER LLC

David H. Krieger, Esq.
Nevada Bar No. 9086
8985 S. Eastern Ave., Suite 350
Las Vegas, NV 89123
Email: dkrieger@hainesandkrieger.com

Counsel for Plaintiff

SPENCER FANE LLP

/s/ Mary E. Bacon

John H. Mowbray, Esq.
Nevada Bar No. 1140
Mary E. Bacon, Esq.
Nevada Bar No. 12686
400 South Fourth Street, Suite 500
Las Vegas, NV 89101
Email: mowbraylaw@earthlink.net
Email: mbacon@spencerfane.com

*Counsel for Defendant
NPAS Solutions, LLC*

*Whittum v. NPAS Solutions, LLC
Case No. 2:19-cv-00877-JAD-EJY*

**ORDER GRANTING
STIPULATED PROTECTIVE ORDER**

IT IS SO ORDERED


UNITED STATES MAGISTRATE JUDGE

Dated: September 4, 2019

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

DECLARATION OF COMPLIANCE

Whittum v. NPAS Solutions, LLC
United States District Court, District of Nevada
Case No. 2:19-cv-00877-JAD-EJY

I, _____, declare as follows:

1. My address is _____.

2. My present employer is _____.

3. My present occupation or job description is _____.

4 I have received a copy of the Stipulated Protective Order entered in this action on _____, 20____.

5. I have carefully read and understand the provisions of this Stipulated Protective Order.

6. I will comply with all provisions of this Stipulated Protective Order.

7. I will hold in confidence, and will not disclose to anyone not qualified under the Stipulated Protective Order, any information, documents or other materials produced subject to this Stipulated Protective Order.

8. I will use such information, documents or other materials produced subject to this Stipulated Protective Order only for purposes of this present action.

9. Upon termination of this action, or upon request, I will return and deliver all information, documents or other materials produced subject to this Stipulated Protective Order, and all documents or things which I have prepared relating to the information, documents or other materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to counsel for the party by whom I am employed or retained or from whom I received the documents.

10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the Stipulated Protective Order in this action.

1 I declare under penalty of perjury under the laws of the United States that the following is
2 true and correct.

3 Executed this ____ day of _____, 2019 at _____.

4
5
6 _____
7 QUALIFIED PERSON
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28